

JUDGE NATHAN

14 CV 9026

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form is approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS

DEFENDANTS

JACOB MCPHERSON, individually and on behalf of all others similarly situated,

GOOGLE, INC., ODESK CORPORATION, and ELANCE-ODESK, INC.

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
HARRISON, HARRISON & ASSOCIATES

ATTORNEYS (IF KNOWN)

110 State Highway 35, 2nd Floor
Red Bank, NJ 07701

718-799-9111

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

29 U.S.C. § 201 et seq., FAILURE TO PAY OVERTIME

Has this action, case, or proceeding, or one essentially the same been previously filed in SDNY at any time? No ☒ Yes ☐ Judge Previously AssignedIf yes, was this case Vol. ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date _____ & Case No. _____

Is THIS AN INTERNATIONAL ARBITRATION CASE?

No ☒ Yes ☐

(PLACE AN [x] IN ONE BOX ONLY)

NATURE OF SUIT

TORTS

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- ☐ 950 CONSTITUTIONALITY OF STATE STATUTES

Check if demanded in complaint:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.? IF SO, STATE:

DEMAND \$ _____ OTHER _____ JUDGE _____ DOCKET NUMBER _____

Check YES only if demanded in complaint

JURY DEMAND: ☒ YES ☐ NO

NOTE: You must also submit at the time of filing the Statement of Relatedness form (Form IH-32).

(PLACE AN x IN ONE BOX ONLY)

ORIGIN

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court
 ☐ a. all parties represented ☐ b. At least one party is pro se.
☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from (Specify District) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judge Judgment

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

IF DIVERSITY, INDICATE CITIZENSHIP BELOW.

- ☐ 1 U.S. PLAINTIFF ☐ 2 U.S. DEFENDANT ☒ 3 FEDERAL QUESTION (U.S. NOT A PARTY) ☐ 4 DIVERSITY

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF [] DEF []	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF [] DEF []	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF [] DEF []
CITIZEN OF ANOTHER STATE	[] []	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[] []	FOREIGN NATION	[] []

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

Jacob McPherson resides in Kings County in the State of New York. c/o Harrison Harrison Assoc. 110 State Highway 35, Red Bank, NJ 07701

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

Google, Inc. - 76 Ninth Avenue, 4th Floor, New York, New York 10011
oDesk Corporation -441 Logue Ave., Mountain View, California 94043
Elance-oDesk, Inc. -441 Logue Ave., Mountain View, California 94043

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO: ☐ WHITE PLAINS ☒ MANHATTAN
(DO NOT check either box if this a PRISONER PETITION/PRISONER CIVIL RIGHTS COMPLAINT)

DATE 7/14 SIGNATURE OF ATTORNEY OF RECORD

ADMITTED TO PRACTICE IN THIS DISTRICT

[] NO

☒ YES (DATE ADMITTED Mo. Jan Yr. 2007)

RECEIPT #

Attorney Bar Code # DH-3413

MAG. JUDGE MAAS

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

Ruby J. Krajick, Clerk of Court by _____ Deputy Clerk, DATED _____.

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

14 CV 9026

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JACOB MCPHERSON, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GOOGLE, INC., ODESK CORPORATION, and
ELANCE-ODESK, INC.

Defendants.

Index No.

**FLSA COLLECTIVE ACTION
COMPLAINT**

Jury Trial Demanded

FILED
U.S. DISTRICT COURT
2014 NOV 12 PM 1:43
S.D. OF N.Y.

Plaintiff Jacob McPherson, ("Plaintiff"), by and through counsel, on his own behalf and on behalf of all others similarly situated, alleges upon information and belief, except as to the allegations that pertain to Plaintiff which are alleged upon personal knowledge, as follows:

INTRODUCTION

1. This action arises out of the systematic failure of Google, Inc. ("Google") to properly classify and pay its workforce.
2. Google is one of the largest and most profitable providers of software services. Despite its profitability, Google maintains policies and practices of misclassifying employees as independent contractors who are not covered by wage and hour laws, paying these employees through outside agencies, and not paying them for all hours worked.
3. Plaintiff Jacob McPherson ("McPherson" or "Plaintiff") worked for Google for approximately one year. During that year Google misclassified Plaintiff as an independent contractor.
4. Google limited the number of hours for which Plaintiff and others similarly situated could be paid. However, Google did not similarly limit the amount of work that it assigned to Plaintiff and others.

5. Although Plaintiff often worked as many as forty-five hours in a workweek, Google never paid him for more than thirty hours in a workweek. Furthermore Google never paid Plaintiff and others similarly situated overtime at one and one-half (1-1/2) times their regular rate for hours that they worked in excess of forty (40) in a workweek.

6. Defendants' unlawful practices, in violation of the Fair Labor Standards Act ("FLSA") and the New York Labor Law ("NYLL") and applicable regulations include but are not limited to, their failure to pay Plaintiff and others similarly situated wages due for work performed and overtime at not less than one and one-half (1-1/2) times the hourly rate for all hours worked in excess of forty (40) hours in a workweek.

7. On behalf of himself and others similarly situated, Plaintiff seeks unpaid wages, liquidated damages, pre-and post-judgment interest, and reasonable attorneys' fees and costs.

JURISDICTION AND VENUE

8. This Court has jurisdiction over Plaintiff's Fair Labor Standard Act ("FLSA") claims pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

9. This Court has jurisdiction over Plaintiff's New York state law claims pursuant to 28 U.S.C. § 1367, in that they arise out of the same set of operative facts and are so related to Plaintiff's FLSA claims that they form part of the same case or controversy.

10. Venue in this District is proper pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district in that Plaintiff was employed to work in Google's offices located in New York County in the State of New York.

PARTIES

11. Plaintiff Jacob McPherson is an individual residing in Kings County in the State of New York. Plaintiff McPherson was hired by Google in January of 2013. His employment was terminated on December 31, 2013.

12. During his employment with Google, Plaintiff McPherson worked in Google's New York offices with a primary address of 76 Ninth Avenue, 4th Floor, New York, New York 10011.

13. Defendant Google, Inc. is a computer services provider incorporated under the laws of Delaware. Google's headquarters is located at 1600 Amphitheatre Pkwy, Mountain View, California 94043.

14. In addition to its headquarters in Mountain View, Google maintains offices in countries throughout the world including the offices in New York County in the State of New York at which Plaintiff worked.

15. Defendant oDesk Corporation ("oDesk") is incorporated under the laws of California. ODesk provides a web based platform which enables "freelancers" and employers to connect in real time. On its website oDesk proudly proclaims that it is the "the world's largest online workplace, where 1+ million companies hire freelancers to get the job done." *See* <https://www.odesk.com/> (accessed Oct. 3, 2014).

16. After offering him a position, Google told Plaintiff McPherson to register with oDesk. The offer and terms to accept would be extended through oDesk.

17. Plaintiff was paid for his work at Google through oDesk.

18. At the beginning of 2014, oDesk merged with Elance, Inc. ("Elance"), a Delaware corporation which also provided a platform for "freelancers" and businesses to connect.

19. Defendant Elance-oDesk, Inc. ("Elance-oDesk") is the corporation that was formed by the merger of oDesk and Elance. Elance-oDesk is incorporated under the laws of Delaware. Elance-oDesk's headquarters is located at 441 Logue Ave., Mountain View, California 94043.

SUBSTANTIVE ALLEGATIONS

20. Plaintiff worked for Google as a Site Merchandiser in the Google Play unit for approximately one year. Plaintiff was paid on an hourly basis at the rate of \$35 an hour.

21. At the end of 2012, Plaintiff reached out to Tim Quirk, a manager at Google, in order to obtain a job at Google. Mr. Quirk passed along Plaintiff's resume, which resulted in a phone call with Anne Bartholomew, who informally offered Plaintiff a position as a Site Merchandiser for Magazines in the Google Play unit.

22. Ms. Bartholomew informed Plaintiff that the pay would be \$35 an hour and that he would be limited to fifteen hours per week at first.

23. Ms. Bartholomew also told Plaintiff that he would have to register at oDesk to receive the job offer. He would be considered a "freelancer" and would be paid through oDesk.

24. Plaintiff followed Ms. Bartholomew's instructions and registered at oDesk. On January 9, 2013, Lauren Nemroff, Ms. Bartholomew's supervisor, extended a formal offer through oDesk confirming the terms that Ms. Bartholomew had offered to Plaintiff prior to his registration with oDesk.

25. As a condition of his work for Google, Defendants required Plaintiff to sign an Acknowledgement and Confidential Information Agreement for Vendor Employees Assigned to Google Inc. ("Agreement"). (*See* Acknowledgement and Confidential Information Agreement for Vendor Employees Assigned to Google Inc. attached hereto as Exhibit 1.) Paragraph 9 of the Agreement required Plaintiff and others similarly situated to "diligently adhere to" the same Code of Conduct that Defendant Google's employees and Board Members follow.

26. In addition, Paragraph 9 required Plaintiff to "diligently adhere to" the Google Vendor/Contractor Code of Conduct ("Code of Conduct"), which was attached to the Agreement as Exhibit B. The Code of Conduct covers "Appropriate Attire" and "Google's Blogging Policy" among other topics.

27. Google warns its "vendors" and "contractors," including Plaintiff, in the Code of Conduct that "refusal of a work assignment" and "excessive absenteeism" can result in the "immediate end of [their] assignment or services" at Google. (*See* Exh. 1, at 5).

28. Google also requires "vendors and contractors on assignment at Google [including Plaintiff], their immediate family members, and partners" to obtain Google management approval for AdSense or competing product accounts and for AdWords accounts, thus controlling and limiting the potential business opportunities of Plaintiff and others similarly situated.

29. Plaintiff started work for Google on January 28, 2014, and began training on Google's proprietary software tools and platforms.

30. Plaintiff was given a seat assignment at Google's Chelsea Market offices located at 75 Ninth Avenue, New York, NY 10011. The Chelsea Market offices are part of Google's New York Offices with a primary address of 76 Ninth Avenue, 4th Floor, New York, New York 10011. He also received a cell phone, tablet, and laptop computer.

31. Plaintiff's email signature identified him as "Books + Magazines Merchandising, Google Play" and gave his office address as 76 Ninth Avenue, 4th Floor, New York, New York 10011.

32. Plaintiff and others similarly situated worked in Google's offices and used Google's equipment to perform the same work as Google's full-time W-2 employees.

33. Plaintiff and others similarly situated were assigned to teams which included full-time W-2 employees of Google. They regularly attended mandatory team meetings and trainings and worked on assignments with the other team members.

34. Google constantly trained Plaintiff and others similarly situated on the Google proprietary computer platforms and tools. Plaintiff and others similarly situated could not use any of their own computer applications to perform their assignments, as they weren't relevant to the job. Only Google proprietary software was usable.

35. Moreover Google required Plaintiff and others similarly situated to attend numerous trainings on the Google approved method of performing their work assignments. Google required Plaintiff and others similarly situated to perform their work assignments using these approved methods.

36. When Plaintiff first started working for Google he was restricted to billing Google for fifteen hours per week. This maximum increased to twenty, then twenty-five, and finally in April of 2013 to thirty hours per week—the maximum for the remainder of Plaintiff's employment with Google. Plaintiff was not able to bill for more hours than the maximum even when he worked more hours.

37. When Plaintiff would attempt to bill for more than the maximum allowed hours Google would not pay for the additional hours. For example, in August of 2013, Plaintiff attempted to bill for thirty-three hours, but Defendants did not allow—and did not pay for—the additional three hours.

38. Although Plaintiff brought these unpaid hours to the attention of his manager, Anne Bartholomew, he was never paid for these hours.

39. Plaintiff and others similarly situated were often forced to work more than the maximum allowed hours in order to complete the tasks assigned to them by Google and keep their job.

40. Despite Defendants' prohibition on billing for additional hours, in order to complete their assigned tasks and keep their jobs, Plaintiff and others similarly situated often worked more than forty (40) hours in a given work week for Defendants' benefit.

41. Defendants never paid Plaintiff and others similarly situated overtime at the rate of one and one-half times their regular hourly rate for the hours that they worked in excess of forty (40) in a workweek. Plaintiff worked forty-five hours or more during more than half of the weeks that he worked for Defendants. Not only did Defendants not pay Plaintiff overtime for these hours, Defendants did not pay Plaintiff anything at all for these hours worked in excess of forty (40) in a workweek.

42. Google had a practice of requiring Plaintiff and others similarly situated to decrease the time spent on repeated tasks on a weekly basis. When Google's requirement became impossible and the time spent on these tasks could not be decreased, Plaintiff and others similarly situated were forced to complete the tasks on their own time. Defendants did not pay Plaintiff and others similarly situated for these hours spent working for Defendants' benefit.

43. Around June or July of 2013 Plaintiff asked his manager, Ms. Bartholomew, about increasing the maximum number of hours for which he would be paid. Plaintiff explained that he was being assigned more work and it was not possible to complete all his assigned tasks within his allotted time cap. This conversation continued during the summer of 2013.

44. During the same time period, Ms. Bartholomew spoke with Plaintiff about the requirement that he increase work output and efficiency and complete his assigned tasks within the allotted time cap.

45. Ms. Bartholomew informed Plaintiff of this requirement without concern about or an assessment of whether it was possible to complete these tasks within the allotted time cap.

46. Ms. Bartholomew told Plaintiff that all tasks must be completed without regard to the time. Not completing tasks would result in Google finding a replacement contractor and Plaintiff's employment would be terminated.

47. In fact Google did find a replacement contractor and terminated Plaintiff's employment.

48. In October of 2013, Plaintiff learned that Google Play was "in talks" with another contractor regarding employment in Plaintiff's role at Google Play through an email that he received from Dave Lucas, a friend who worked for Google in the Google+ division. In the email Mr. Lucas asked Plaintiff if he had any "insight" for the other contractor.

49. Then, at the end of November 2013, Plaintiff was informed by Ms. Bartholomew that his contract would be terminated and his employment would end on December 31, 2013.

50. Shortly thereafter, on December 5, 2013, Plaintiff learned that his replacement had been hired when he received a message from the woman who had been hired to fill his role, starting at the beginning of February 2014.

51. In January of 2014, after Google terminated his employment, Plaintiff applied for Unemployment Insurance Benefits ("UIB"). Although Defendants disputed Plaintiff's eligibility based on their claim that he was an independent contractor, the New York State Department of Labor ultimately determined that Plaintiff was an employee for the purposes of unemployment insurance and Plaintiff received UIB.

52. Defendants' actions, as alleged herein, were intentional and not made in good faith.

COLLECTIVE ACTION ALLEGATIONS

53. Plaintiff brings the First Cause of Action as a collective action pursuant to the FLSA, 29 U.S.C. § 216(b), on behalf of himself and others similarly situated (the "FLSA Collective Action Members"), which shall include:

All persons who work or worked for Google and (1) received badges to be admitted to Google's offices and were expected to work in Google's offices; (2) were paid on an hourly basis; (3) were paid by oDesk and/or Elance-oDesk; and (4) were paid as 1099 contract workers at any time beginning three years prior to the filing of the original Complaint in this case through the date the Court orders notice to be sent in accordance with Section 216(b) of the FLSA (the "FLSA Collective Period").

54. At all relevant times, Plaintiff and the FLSA Collective Action Members have had substantially similar job requirements, job duties, and pay provisions, and are and have been subject to Defendants' decisions, policies, plans, practices, procedures, routines, and rules to willfully fail and refuse to pay them overtime at the rate of one and one-half times their regularly hourly rate for all hours worked in excess of forty in a workweek.

55. The claims of Plaintiff are essentially the same as those of the other FLSA Collective Action Members.

56. Other FLSA Collective Action Members currently or formerly employed by Defendants should have the opportunity to have their claims for violations of the FLSA heard. Certifying this action as a collective action under the FLSA will provide the FLSA Collective Action Members with notice of the action and allow them to opt in to such an action if they so choose.

57. The First Cause of Action is properly brought under, and maintained as an opt-in collective action pursuant to, §216(b) of the FLSA, 29 U.S.C. 216(b). The FLSA Collective Action Members are readily ascertainable. For purpose of notice and other purposes related to this action, their names and contact information are readily available on records that Defendants are legally required to maintain.

**FIRST CAUSE OF ACTION
Violation of the Fair Labor Standards Act**

58. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs as if they were set forth herein.

59. During the FLSA Collective Period, Plaintiff and others similarly situated were “employees” of Defendants within the meaning of the FLSA, 29 U.S.C. §203(e) and (g).

60. During the FLSA Collective Period, Plaintiff and others similarly situated were employees engaged in commerce or in the production of goods for commerce within the meaning of 29 U.S.C. §§ 203(b), 206, and 207.

61. During the FLSA Collective Period, Defendants have been, and continue to be, “employers” and/or joint employers engaged in interstate “commerce” and/or the production or sale of “goods” for “commerce” within the meaning of the FLSA, 29 U.S.C. §203.

62. During the FLSA Collective Period, Defendants’ businesses have had annual gross revenues well in excess of \$500,000.

63. Plaintiff consents in writing to be a party to this action pursuant to 29 U.S.C. §216(b). Plaintiff’s written consent is attached hereto as Exhibit 2 and incorporated by reference herein.

64. Defendants were required to properly pay Plaintiff and others similarly situated overtime wages at the rate of one and one-half times their regular hourly rate for all hours worked in excess of forty (40) hours in a workweek.

65. During the FLSA Collective Period, Defendants violated the FLSA by developing a standard business practice of misclassifying Plaintiff and the FLSA Collective Action Members as independent contractors and thereby attempting to avoid the overtime requirements of the FLSA.

66. Furthermore Defendants had a standard business practice of limiting the number of hours for which they would pay Plaintiff and the FLSA Collective Action Members while assigning more work to Plaintiff and the FLSA Collective Action Members than could be completed in the allotted time.

Google then blamed Plaintiff and the FLSA Collective Action Members for not being more efficient when they were unable to complete their assigned work in the allotted time. Plaintiff and the FLSA Collective Action Members understood that they would be replaced and their employment terminated if they did not complete all the assigned work.

67. Defendants have willfully and intentionally engaged in a widespread pattern and practice of violating provisions of the FLSA by failing to pay Plaintiff and others similarly situated for all hours worked and failing to pay Plaintiff and others similarly situated overtime at not less than one and one-half times their regular rate of pay for all hours worked in excess of forty (40) in a workweek. Defendants have violated, and continue to violate, the FLSA, 29 U.S.C. §§ 201 *et seq.*, including 29 U.S.C. § 207(a)(1) and (e) and § 215(a).

68. Because Defendants' violations of the FLSA have been willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255(a).

69. As a result of Defendants' violations of the FLSA, Plaintiff and others similarly situated have suffered damages by being denied pay for all of their hours worked and by being denied overtime wages in amounts to be determined at trial and are entitled to recovery of such amounts, an equal additional amount as liquidated damages, pre-judgment and post-judgment interest, reasonable attorneys' fees, costs, and punitive damages pursuant to 29 U.S.C. § 216(b).

SECOND CAUSE OF ACTION
New York Labor Law, Article 19: Unpaid Wages and Overtime Wages

70. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs as if they were set forth herein.

71. During his employment with Defendants, Plaintiff was an "employee" within the meaning of N.Y. Lab. Law § 190(2), and N.Y. Comp. Codes R. & Regs. tit. 12, § 142-2.14.

72. During Plaintiff's employment with Defendants, Defendants were employers within the meaning of N.Y. Lab. Law § 650(6).

73. Defendants failed to pay Plaintiff overtime wages of not less than one and one-half times his regularly hour rate for each hour worked in excess of forty hours in a workweek in violation of the N.Y. Lab. Law, Article 19, §650, *et seq.*, and N.Y. Comp. Codes R. & Regs. tit. 12, §142-2.2. Moreover, Defendants failed to pay Plaintiff for each hour that he worked.

74. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from Defendants all of the wages due him for hours worked at his regular rate of pay and unpaid overtime wages of not less than one and one-half times his regular hourly rate for each hour worked in excess of forty (40) hours in a workweek, liquidated damages, reasonable attorneys' fees, costs, and pre-judgment and post-judgment interest.

THIRD CAUSE OF ACTION
New York Labor Law §§ 195(1) & (3)
Failure to Include All Required Information on Wage Statements and Wage Notice

75. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs as if they were set forth herein.

76. Defendants have willfully failed to supply Plaintiff with the notices required by NYLL § 195(1) containing Plaintiff's rate or rates of pay and bases thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; hourly rate or rates of pay and overtime rate or rates of pay if applicable; allowances, if any, claimed as part of the minimum wage, including tip, meal, or lodging allowances; the regular pay day designated by the employer in accordance with NYLL § 191; the name of the employer; any "doing business as" names used by the employer; the physical address of the employer's main office or principal place of business, and a mailing address if different; the telephone

number of the employer; plus such other information as the commissioner deems material and necessary.

77. Defendants have also willfully failed to supply Plaintiff with an accurate statement of wages as required by NYLL § 195(3), containing the dates of work covered by that payment of wages; name of employee; name of employer; address and phone number of employer; rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or other; gross wages; hourly rate or rates of pay and overtime rate or rates of pay if applicable; the number of hours worked, including overtime hours worked if applicable; deductions; allowances, if any, claimed as part of the minimum wage; and net wages.

78. Due to Defendants' violations of the NYLL, Plaintiff is entitled to recover from Defendants \$100 for each workweek that the violations § 195(3) occurred or a maximum of \$2,500, as provided for by NYLL § 198(1)-d, and \$50 dollars for each workweek that the violations of § 195(1) occurred or a maximum of \$2,500, as provided for by NYLL § 198(1)-b, as well as reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION
NYLL § 215: Unlawful Retaliation

79. Plaintiff realleges and incorporates by reference all allegations in all preceding paragraphs as if they were set forth herein.

80. As detailed above, Defendants retaliated against Plaintiff— in violation of NYLL § 215—by terminating his employment after Plaintiff made a complaint to his manager about not being paid for all the hours that he worked.

81. Defendants knew that their actions constituted unlawful retaliation and/or showed reckless disregard for Plaintiff's statutorily protected rights.

82. Contemporaneously with the filing of this lawsuit, Plaintiff served notice of the original Complaint in this proceeding upon the Attorney General of the State of New York.

83. Due to Defendants' illegal retaliation Plaintiff is entitled to all appropriate relief including injunctive relief, lost compensation, reinstatement or front pay in lieu thereof, statutory liquidated damages of \$10,000, and reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the FLSA Collective Plaintiffs prays for relief as follows:

- (a) Designation of this action as a collective action on behalf of the FLSA Collective Members and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA opt-in class, apprising them of the pendency of this action, and permitting them to assert timely FLSA claims in this action by filing individual Consent to Sue forms pursuant to 29 U.S.C. § 216(b);
- (b) Designation of Plaintiff as Representative of the FLSA Collective Action Members;
- (c) An award of damages, according to proof, to Plaintiff and the FLSA Collective Action Members including FLSA liquidated damages, and interest, to be paid by Defendants;
- (d) An award of damages to Plaintiff for violations of the NYLL, including statutory NYLL liquidated damages;
- (e) Payment of lost wages to Plaintiff and reinstatement of Plaintiff, or front pay to Plaintiff in lieu thereof, and liquidated damages, for violations of NYLL § 215.
- (f) Costs of action incurred herein, including expert fees;
- (g) Attorneys' fees, including fees pursuant to 29 U.S.C. § 216, N.Y. Lab. L. §§ 663, 198 and other applicable statutes;

- (h) Pre-Judgment and post-judgment interest, as provided by law; and
- (i) Such other and further legal and equitable relief as this Court deems necessary, just and proper.

JURY DEMAND

Plaintiff, on behalf of himself and the FLSA Collective Action Members demands a trial by jury on all causes of action and claims with respect to which they have a right to a jury trial.

Dated: November 7, 2014

Respectfully submitted,

HARRISON, HARRISON & ASSOCIATES

/s/ David Harrison

David Harrison, Esq.

Julie Salwen, Esq.

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Attorneys for Plaintiff & the Proposed FLSA Collective Plaintiffs

EXHIBIT 1

VENDOR NAME: _____ ("VENDOR")

**ACKNOWLEDGEMENT AND CONFIDENTIAL INFORMATION AGREEMENT FOR
VENDOR EMPLOYEES ASSIGNED TO GOOGLE INC.**

As a condition of my obtaining a facilities access badge and the necessary facility and system access for my vendor assignment at Google Inc., its subsidiaries, affiliates, successors or assigns (together "the Client"), I agree to the following:

1. **Nature of Assignment.** I represent and warrant that I will provide services to the Client as an employee or contractor of the Vendor and not as an employee of the Client. I understand and acknowledge that nothing in this Agreement or my assignment at Client creates or shall be construed as creating an employer-employee relationship between me and Client. I also understand and agree that I will not be entitled to any compensation, options, stock, insurance or other rights or benefits accorded to employees of Client, waive any right to them, and promise never to claim them. I understand that no one is authorized to make me an oral offer or promise of employment at the Client and that in the event I receive such a promise or offer, it is not enforceable and I should not rely on it. This paragraph represents the entire agreement between me and the Client regarding the nature of my assignment with the Client and supersedes any prior or contemporaneous agreement on this subject matter.

2. **Confidential Information.**

(a) **Client Information.** I understand that, as a result of my assignment with the Client, I will obtain extensive and valuable Confidential Information belonging to the Client. I agree at all times during my assignment with the Client and thereafter, to hold in the strictest confidence, and not to use, except for the benefit of the Client, or to disclose to any person, firm or corporation without written authorization of the Chief Executive Officer or the Board of Directors of the Client, any Client Confidential Information, except under a non-disclosure agreement duly authorized and executed by the Client. I understand that my unauthorized use or disclosure of Client Confidential Information during my assignment may lead to disciplinary action by the Vendor, including immediate termination of my assignment with the Client and legal action by the Vendor and/or the Client. I understand that "Client Confidential Information" means any Client non-public information that relates to the actual or anticipated business or research and development of the Client, technical data, trade secrets or know-how, including, but not limited to, research, product plans, or other information regarding Client's products or services and their marketing, the identity of the Client's customers (including, but not limited to, customer lists and the identity of customers of the Client on whom I called or with whom I became acquainted during the term of my assignment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information. I further understand that Client Confidential Information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

(b) **Vendor or Former Employer Information.** I agree that I will not, during my assignment with the Client, improperly use or disclose any proprietary information or trade secrets of the Vendor or any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Client any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

(c) **Third Party Information.** I recognize that the Client may have received and in the future may receive from third parties associated with the Client, e.g., the Client's customers, suppliers, licensors, licensees, partners, or collaborators, their confidential or proprietary information ("Associated Third Party Confidential Information"). By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Client and such Associated Third Parties. I agree at all times during my assignment with the Client and thereafter, to hold in the strictest confidence, and not to use or to disclose to any person, firm or corporation any Associated Third Party Confidential Information, except as necessary in carrying out

my assignment for the Client consistent with the Client's agreement with such Associated Third Parties. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information during my assignment will lead to disciplinary action by the Vendor, including immediate termination of my assignment with the Client and legal action by the Vendor and/or the Client.

(d) User Data. User Data consists of information directly or indirectly collected by Google from users of its services. User Data includes individual log files related to any user session or use of Google services or log files in the aggregate. User Data also includes personally identifiable information, which is information that can be directly associated with a specific person or entity, such as a name, address, telephone number, e-mail address, or information about activities that can be directly linked to a user, such as an IP address or cookie information. I agree to treat User Data as Client Confidential Information under this Agreement and to access, use and disclose User Data only as authorized by and in accordance with this Agreement and Client policies.

3. Inventions.

(a) Inventions Retained and Licensed. I agree not to use any inventions, discoveries, original works of authorship, developments, improvements, and trade secrets which were conceived in whole or in part by me prior to my assignment with the Client to which I have any right, title or interest, which relate to the Client's business, products, or research and development, and which are not assigned to the Client hereunder (collectively referred to as "Prior Inventions") in the course of my assignment with the Client. If, however, in the course of my assignment with the Client, I incorporate any Prior Invention into, or use any Prior Invention in connection with, any product, process, service, technology or other work by or on behalf of the Client, I hereby grant to the Client a nonexclusive, royalty-free, fully paid, irrevocable, perpetual, worldwide license, with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, and sell such Prior Invention as part of or in connection with such product, process, service, technology or other work and to practice any method related thereto.

(b) Assignment of Inventions. I agree that I will promptly make full written disclosure to the Client, will hold in trust for the sole right and benefit of the Client, and hereby assign to the Client, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registerable under patent, copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during my assignment with the Client, or with the use of the Client's equipment, supplies, facilities, or Client Confidential Information, (collectively referred to as "Inventions") except as prohibited by the law of the State in which I am employed by the Agency and as otherwise set forth in Section 3(e) below. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during my assignment with the Client and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions developed by me solely or jointly with others is within the Client's sole discretion and for the Client's sole benefit and that no royalty or other consideration will be due to me as a result of the Client's efforts to commercialize or market any such Inventions.

(c) Maintenance of Records. I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my assignment with the Client. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Client. The records are and will be available to and remain the sole property of the Client at all times.

(d) Patent and Copyright Registrations. I agree to assist the Client, or its designee, at the Client's expense, in every proper way to secure the Client's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Client of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Client shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights and in order to assign and convey to the Client, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions and any rights relating thereto, and testifying in a suit or other proceeding relating to such Inventions and any rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any

such instrument or papers shall continue after the termination of this Agreement. If the Client is unable because of my mental or physical incapacity or for any other reason to secure my signature with respect to any Inventions including, without limitation, to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering such Inventions, then I hereby irrevocably designate and appoint the Client and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any papers, oaths and to do all other lawfully permitted acts with respect to such Inventions with the same legal force and effect as if executed by me.

(e) **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions to the Client shall not apply to any invention that I have developed entirely on my own time without using the Client's equipment, supplies, facilities, trade secret information or Confidential Information except for those inventions that either (i) relate at the time of conception or reduction to practice of the invention to the Client's business, or actual or demonstrably anticipated research or development of the Client or (ii) result from any work that I performed for the Client. I will advise the Client promptly in writing of any inventions that I believe meet the foregoing criteria.

4. **Conflicting Activities.** I agree that, during the term of my assignment with the Client, I will not engage in any other activities that conflict with my obligations to the Client.

5. **Returning Company Documents** Upon separation from my assignment with the Client or on demand by the Client during my assignment, I will immediately deliver to the Client, and will not keep in my possession, recreate or deliver to anyone else, any and all Client property, including, but not limited to, Confidential Information, User Data, Associated Third Party Confidential Information, as well as all devices and equipment belonging to the Client (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Client credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, all documents and property, and reproductions of any of the aforementioned items that were developed by me pursuant to my assignment with the Client, obtained by me in connection with my assignment with the Client, or otherwise belonging to the Client, its successors or assigns.

6. **Notification of Future Clients or Employers.** I hereby grant consent to notification by the Client to my new employer about my rights and obligations under this Agreement.

7. **Export Statement of Assurance.** I recognize that, in the course of my assignment, the Client may release to me items (including, but not limited to, software, technology, or systems, equipment and components) subject to the Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR"). I hereby certify that I am authorized to receive such items and that I will not export, re-export or release these items in violation of the EAR or ITAR or other applicable export control laws and regulations. In order to comply with this certification, I will not disclose/export/re-export these items to any person other than the persons in my working group as required in the performance of the services and responsibilities assigned to me by the Client. I understand that if I have any question regarding whether a given disclosure/export/re-export is or would be contrary to this certification, I should immediately contact the Legal Services Department of Client before taking any actions.

8. **Compliance with Anti-Bribery Laws.** I agree that, during the term of my temporary assignment with the Company, I will comply with all applicable commercial and public anti-bribery laws, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 ("Anti-Bribery Laws"), which prohibits corrupt offers of anything of value, either directly or indirectly, to a government official to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties. Furthermore, I will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform.

9. **Conflict of Interest Guidelines and Code of Conduct.** I agree to diligently adhere to the Conflict of Interest Guidelines and the Google Vendor/Contractor Code of Conduct, attached as Exhibit B hereto, and the Client's Code of Conduct, which is available on the Client's public website and can be found by clicking "About Google" and looking on the "Investor Relations" page of the site.

10. **Representations.** I agree to execute any proper oath or affirmation or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all terms of the Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my assignment by the Client. I hereby represent and warrant that I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

11. **Audit.** I acknowledge that I have no reasonable expectation of privacy in any computer, technology system, email, handheld device, telephone, or documents that are used to conduct the business of the Client. As such, the Client has the right to audit and search all such items and systems, without further notice to me, to ensure that the Client is licensed to use the software on the Client's devices in compliance with the Client's software licensing policies, to ensure compliance with the Client's policies, and for any other business-related purposes in the Client's sole discretion. I understand that I am not permitted to add any unlicensed, unauthorized or non-compliant applications to the Client's technology systems and that I shall refrain from copying unlicensed software onto the Client's technology systems or using non-licensed software or web sites. I understand that it is my responsibility to comply with the Client's policies governing use of the Client's documents and the internet, email, telephone and technology systems to which I will have access in connection with my assignment.

12. **Permission for Use of Images.** I understand that during my assignment with the Client, agents of the Client may take film, digital or other images of me, for subsequent use in non-commercial materials or collateral, including, but not limited to, the Client website (external and internal), annual reports, press day materials, internal presentations, analyst presentations, company, lobby or reception area stagings or productions, etc., without my prior consent, approval or review. My name may or may not be included along with my image. I hereby grant advance permission for such use of my image(s) by the Client, both during and after my assignment, and I understand that I will not receive any royalties or other compensation for this use and I further agree to release and hold harmless any agent, employee, officer, director or other individual affiliated or working on behalf of the Client with respect to such use of my image(s).

13. **General Provisions**

(a) **Governing law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the State of California without giving effect to any choice of law rules or principles that may result in the application of the laws of any jurisdiction other than California. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal jurisdiction of the state and federal courts located in California for any lawsuit filed there against me by the Company arising from or relating to this Agreement.

(b) **Entire Agreement.** This Agreement, together with the Exhibit herein, set forth the entire agreement and understanding between the Client and me relating to the subject matter herein and supersedes all prior discussions or representations between us, whether written or oral. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Chief Executive Officer of the Client and me. Any subsequent change or changes to my assignment or duties will not affect the validity or scope of this Agreement.

(c) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, assigns, administrators and other legal representatives and will be for the benefit of the Client, its successors, and its assigns.

(e) **Waiver.** Waiver by the Client of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

(f) **Survivorship.** The rights and obligations of the parties to this Agreement will survive termination of my assignment with the Client.

Signature

Name of Vendor Worker (typed or printed)

Date

Exhibit B

Google Vendor/Contractor Code of Conduct

Google's greatest asset is the knowledge and productivity of its employees, vendors, contractors and temporary workers. Our success depends on employees, vendors, contractors and temporary workers who are committed to the highest standards of business and personal ethics. In this document, references to "Google" include Google Inc., Google International LLC and all of their existing and future subsidiaries and affiliates.

As a worker on assignment at Google, I understand and agree to the below policies and guidelines. Any vendor or contractor found to be personally profiting at the expense of Google or with a perceived or actual conflict of interest with Google is subject to immediate disciplinary action, up to and including immediate termination of assignment.

The guidelines outlined below address the following policies:

- Conduct
- Appropriate Attire
- Confidentiality and Security
- AdWords/AdSense Accounts
- Personal Transactions
- Corporate Services Security
- Google Blogging Policy
- Adult Content Liability
- Insider Trading

After reviewing the document, please sign and submit to suppliers@google.com.

Conduct

Vendors and contractors on assignments at Google will be held to certain standards of conduct in order to maintain a healthy, fun and supportive environment. Google expects every worker to treat everyone else, such as employees, other vendors or contractors, temporary workers, clients and visitors, with respect and dignity. Examples of conduct which is prohibited and could result in an immediate end of assignment or services include, but are not limited to:

- Theft, including stealing or removing without express permission any property you do not own
- Dishonesty or falsification of any records, forms, or reports
- Insubordination, including refusal of a work assignment, or improper language toward a coworker
- Disorderly or disruptive conduct, including derogatory name-calling, abusive or profane language, intimidation or coercion of coworkers or any "un-business-like" behavior toward coworkers, clients or visitors
- Repeated unwanted solicitations to coworkers, Google employees or clients at any time
- Excessive absenteeism
- Creating a significant safety or health hazard, intentionally or unintentionally
- Unethical behavior or any other conduct that compromises or undermines the reputation of Google
- Possession and/or use of weapons and/or any type of firearms
- Misusing or destroying company property

- Conducting non-business activity during time for which you are being paid
- Possession and/or use of illegal drugs or alcohol onsite, excluding alcohol served at company lunches/events
- Conviction of a felony that might impact the business and/or company (e.g. fraud, theft)

These examples do not identify every type of unacceptable conduct. A more thorough description of what is expected of workers at Google, including contractors and vendors on assignment, is contained in Google's Code of Conduct, located at <http://investor.google.com/conduct.html>. While vendors and contractors are not Google employees, they both will be held to the same standard of conduct as Google employees, to the extent applicable.

Appropriate Attire

Vendors and contractors on assignment at Google should wear attire that is appropriate for a professional work environment and Google's culture.

Confidentiality and Security

Vendors and contractors on assignment at Google should understand that Google takes confidentiality and security very seriously. Google's Confidential Information and Invention Assignment Agreement for Non-Employees contains detailed information about these requirements. Google expects all vendors and contractors on assignment at Google to abide by this, the Google Vendor/Contractor Code of Conduct and any other policies deemed applicable by Google to vendors on assignment from time to time.

Internal Policy for AdWords/AdSense Accounts

Overview

As a vendor on assignment at Google, you are allowed to have AdWords and AdSense accounts (or those of competing services), subject to certain requirements. These requirements arise because you may have (or appear to have) access to tools and data that others do not. The purpose of these rules is to allow you (or your friends or family) access to these services in a manner that doesn't compromise the integrity of Google or these services.

In addition to the rules below, the guiding principle is that when using a Google service, you should not use information that is unavailable to the general public; and when using a competing service, you must comply with that service's Terms and Conditions. In other words, you should be situated similarly to an ordinary non-Google employee, vendor or temporary worker.

Approvals for AdWords Accounts

If you wish to create an AdWords account in which you plan to spend more than \$30/month or are a new vendor on assignment at Google and have an existing AdWords account in which you spend more than \$30/month, please notify suppliers@google.com.

Approvals for AdSense Accounts

Due to the evolution and maturation of the AdSense product, and emerging legal constraints and concerns, we feel it is in the best interest of the product and Google to limit the use of AdSense by vendors and contractors on assignment at Google, their immediate family members, and partners.

As a vendor on assignment at Google, you are bound by this policy, the basic principle of which is that neither you or your immediate family members and partners may have AdSense or competing product accounts unless you first obtain Google management approval. This policy applies to both existing and future AdSense accounts.

To request approval for an AdSense or competing product account, whether standard or test, please send an email with the information below to adsense-accounts@google.com. They will work with your department Director to get your request approved or disapproved.

- Your name
- The title of your assignment at Google

- Email address for the account
- Type of account requested (standard / test)
- Reason for the request
- Does your role at Google involve any interactions with Ads system? If so, please describe.
- How much money does your AdSense account generate monthly?
- If you have an AdWords account, how much to you pay monthly, and what types of keywords do you advertise on? Do you promote sites in your AdSense account?
- How long has your AdSense and/or AdWords account been active?
- What is the URL(s) of the site(s) in question? What roles do you perform for the site(s)?

Managers will take this and other information into account when evaluating your request.

AdSense Account Approval Guidelines

Requests for AdSense accounts should be submitted in writing to adsense-accounts@google.com and are approved by your Director and/or organizational V.P., depending on the type of account.

Below are some of the main reasons that accounts could be approved, though this list is certainly not exhaustive:

Type of Account	Reason for Request	Criteria for Approval	Approval Level
Test	Test account to learn about AdSense	Self-educational not-for-profit activity or other work project directly tied to AdSense	Director
Standard	Immediate family member of a vendor on assignment at Google requires account for business	Must be existing, legitimate business with website	Director and V.P.
Standard	Transfer of an existing account in vendor on assignment at Google's name to someone that does not work at Google	Account must be for existing, legitimate business with website and possible for an alternate owner to run	Director and V.P.
Standard	Vendor on assignment at Google had an account prior to becoming a vendor at Google and would like to keep it	Existing, legitimate business with website that existed before becoming a vendor on assignment at Google and vendor does not work in certain areas of Google	Director and V.P.
Competitors	Vendor on assignment at Google has an account with competing product	Existing, legitimate business with website that existed before becoming a vendor on assignment at Google and vendor does not work in certain areas of Google	Director and V.P.

Please email adsense-accounts@google.com about account request approvals.

If your account is approved, please note that you must also notify adsense-accounts@google.com if you make more than \$30/month using an AdSense account.

General Guidelines Regarding Use of Accounts

When using an account or helping someone use an account, you may use information that is generally available to the public. For example, you may help others understand how to select keywords and how to refine them over time.

You may not, however, do things that are available to you by virtue of your status as a vendor on assignment at Google. Here are some examples of things not to do:

- 1) Do not approve your own AdWords ads or AdSense accounts or those of people who are known to you -- friends, family, neighbors, etc.
- 2) Do not access (or allow access to) information or data for that account that external advertisers cannot access for their own account, such as:
 - Bids and keyword lists of competitors
 - Tools only available inside the Google network like beta products (unless authorized by manager)
- 3) Do not apply credits to your accounts or the accounts of those known to you
- 4) Do not become the assigned CSR for or make any changes to the accounts of those known to you

Please note that violation of these guidelines can result in termination of accounts, as well as disciplinary action up to and including termination of employment or assignment.

Policy Regarding AdSense

As a vendor on assignment at Google, I agree not to participate in the AdSense or competing program as a publisher without Google management approval.

For any Google Test Account I wish to use for work-related activities, self education, or otherwise, I agree to obtain approval from my department Director before establishing such an account. For any other account (i.e., any standard account), whether it existed before I became a vendor on assignment at Google or not, I agree to obtain approval from both my department Director and the appropriate organizational Vice President before establishing such an account or, if the account was established before I became a vendor on assignment at Google, within 30 days from the beginning of my vendor assignment at Google. I also agree to obtain approval, in the same manner described above, for any AdSense or competing account an immediate family member or partner of mine wishes to obtain or retain.

I also agree that I will neither operate nor participate in the creation or operation of any standard account that takes advantage of knowledge gained as a vendor on assignment at Google, reflects poorly on Google, or otherwise creates the appearance of impropriety. For example, I agree not to request or operate a standard account that arbitrages between AdWords and AdSense.

Finally, until I receive approval to continue any existing AdSense account, I agree to put my account on hold.

Please email adsense-accounts@google.com if you have any questions.

Personal Transactions Policy

This policy is intended to clarify Google's policy regarding personal transactions involving or related to the company. It also introduces new requirements for vendors and contractors on assignment with any type of Google account, including AdWords.

As vendors or contractors on assignment at Google, you are all expected to use good judgment and common sense to guide our actions. Because of the increasingly complex nature of our business and some recent situations that have arisen, we specifically want to spell out a few clear guidelines so that everyone is on the same page. Of course, we want vendors and contractors on assignment at Google to use and understand Google's products and services; we just want to be sure that no conflicts of interest exist through this usage.

Vendors and contractors on assignment at Google should in no way personally profit from transactions based on their relationship with Google or at the expense of Google. Furthermore, vendors and contractors are expected to avoid situations or transactions where there is a potential conflict of interest - real or perceived - with Google. If you are ever in doubt about whether an action in which you want to engage is appropriate, the proper thing to do is to consult your Director PRIOR to engaging in that action.

Here are several examples of actions forbidden under this policy:

- Vendors and contractors on assignment should not sell or auction off Gmail accounts or invitations.
- Vendors and contractors on assignment should not sell or auction off the free Google products or services they receive as vendors and contractors.
- Vendors and contractors on assignment should not give away or donate any Google product or service to an individual or organization (including charities and non-profits) that, in turn, will sell or auction off the product or service.
- Vendors and contractors on assignment should not enter into or continue a private business relationship or transaction in any area of Google's business without the approval of their Director.
- Vendors and contractors on assignment at Google need to notify suppliers@google.com to continue or start an AdWords account if they spend or intend to spend more than \$30/month.
- Vendors and contractors on assignment at Google with an AdSense account should get approval as listed in the AdSense policy. If you have a question about this approval process, ask the Director of your group.
- Vendors and contractors on assignment at Google with a Froogle merchant account should get approval from their Director.
- Vendors and contractors on assignment at Google with Answers accounts are free to use them to ask questions without approval from their Directors. However, vendors and contractors should not be Answers Researchers without approval from their Directors.

For any other account not listed above, please consult suppliers@google.com.

It is impossible to spell out every possible scenario you might face as a vendor on assignment at Google, so we rely on the discretion and judgment of each of our vendors and contractors to uphold this policy. We expect all vendors and contractors on assignment at Google to accept and be guided by both the letter and the spirit of this policy and to always put the interests of the company ahead of any potential for personal profit.

Corporate Services Security Policy

This policy applies to everyone who uses Google's corporate services. The purpose of this policy is to inform vendors and contractors on assignment of what to expect regarding access, monitoring, and other security considerations for communications and other data sent, received or stored using Google's corporate services.

Use of Google's Corporate Services

- Google's corporate services are intended for use with Google's data, and all data transmitted or stored using corporate services will be treated as the property of Google, even if the data turns out to be for personal rather than work-related purposes. This includes, but is not limited to, all email and instant messages sent or received using corporate services and all files stored on Google workstations. Vendors and contractors on assignment may use corporate services for personal purposes within reason, but any expectations of privacy when doing so are diminished, and vendors and contractors should understand that any data involved is subject to the possible monitoring and disclosure described in this policy.
- All work-related electronic communication among Google employees and vendors and contractors should be treated as Google data in accordance with Google's Data Security Policy, and should be kept on corporate services as much as reasonably possible. Vendors and contractors should avoid sending or receiving work-related messages on non-corporate services such as personal Gmail accounts.

Monitoring of Google's Corporate Services

- Under some circumstances, authorized Google employees or vendors and contractors on assignment may monitor the use of Google's corporate services or otherwise access, read, use or disclose data stored, sent or received using Google's corporate services. Such circumstances may include a need to resolve technical problems, a need to retrieve data during a vendor's extended absence, a company authorized investigation,

or other lawful purposes. The Corporate Services Security Guidelines specify the process for this authorization.

- Vendors and contractors on assignment at Google should not read or otherwise access another Google employee or vendor's electronic communication without their consent, unless they have been authorized to do so as described in the previous bullet. Vendors and contractors who have been given such authorization are expected to behave ethically by limiting their accesses to the minimum necessary to fulfill their job responsibilities.
- As noted above, Google's production services, such as Gmail, are not considered corporate services. Vendors' and contractors' use of production services is covered by those services' public Terms of Service and privacy policies, and that coverage is not affected by assignment at Google.

When Vendor's Assignments End

- Vendors and contractors at Google whose assignments end may, within reason, request forwarding of external communications and/or retrieval of non-work data from Google storage. While Google has no obligation to do so, it may accommodate the request, taking into account the importance of protecting Google's data from accidental exposure and any other factors that bear on the request at the time it is made. The Corporate Services Security Guidelines provide further information about how to handle such requests.

Exceptions or Changes to This Policy

- The Google Security Policy Team (sp-discuss@google.com) maintains this policy. Changes and exceptions to this policy must be approved by Google's CEO, Google's General Counsel, or one of Google's Presidents.

Google's Blogging Policy

If you don't know whether or not you are making a good decision regarding a blog post, please have it reviewed before you send it. The Google Corporate Communications team is always happy to review content and provide feedback prior to posting, for those who would appreciate a second set of eyes. Send mail to corpcomm@google.com. Check the Non-Employee Confidentiality Agreement you signed on the first day of your assignment at Google for specifics, our corporate communications page and our Code of Conduct for more in-depth legal information.

Vendor Adult Content Liability Release

During my assignment at Google, I may be exposed to sensitive "adult content", such as text, descriptions, graphics, pictures, and/or other files commonly referred to as being "adult" content.

I acknowledge that exposure to this material may be part of my essential job function and hereby release Google Inc. and its subsidiaries and affiliates from any and all liability associated with having this material present in the work environment, including, but not limited to, claims of harassment, hostile work environment and discrimination. This agreement does not change or impact the at-will status of my assignment at Google.

Insider Trading Policy

Please be advised that Google has a strict policy against insider trading, which prohibits, among other things, employees, contractors, vendors and temporary workers on assignment at Google and their family members from trading Google stock during certain time periods and engaging in any derivative transactions in Google stock. It will be your responsibility to educate yourself regarding Google's insider trading policies and to ensure you are in full compliance. A copy of the policy is available at (<http://investor.google.com/corporate/code-of-conduct.html>). Please read the policy carefully. If, after reading the policy, you have any questions, please send an email to insider-trading-questions@google.com.

Acknowledgement

As a vendor on assignment at Google, I understand and agree to the policies and guidelines above. I also understand that Google may update these policies from time to time at its sole discretion.

Date: _____

Signature

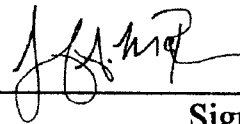
Name of Vendor Worker (typed or printed)

EXHIBIT 2

I am a current or former employee of GOOGLE, INC., and/or related entities/individuals. I hereby consent and agree to be a party Plaintiff in this Action to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. 216(b).

I hereby designate Harrison, Harrison & Associates, Ltd. to represent me in this Action and I also consent and agree, if such is necessary, to file this claim on behalf of all others similarly situated.

Signed this 11 day of September, 2014.



Signature

Jacob Andrew McPherson

Full Legal Name (print)

General Information

Court	United States District Court for the Southern District of New York; United States District Court for the Southern District of New York
Federal Nature of Suit	Labor - Fair Labor Standards Act[710]
Docket Number	1:14-cv-09026
Status	Open